

**PATENT**

**IN THE UNITED STATES PATENT AND TRADEMARK OFFICE**  
**BEFORE THE BOARD OF PATENT APPEALS AND INTERFERENCES**

Appellant: Scott Fergusson                      Examiner: Daniel Felten  
Serial No.: 09/917,120                      Group Art Unit: 3624  
Filed: July 27, 2001                      Docket No.: 1137.1101101  
For: METHODS AND SYSTEMS FOR ASSISTING FINANCIAL SERVICES  
FIRMS AND THEIR REPRESENTATIVES

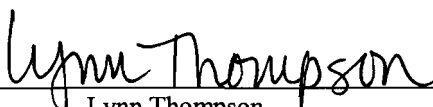
Confirmation No.: 2233

**REPLY BRIEF**

Mail Stop Appeal Brief - Patents  
Assistant Commissioner for Patents  
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Alexandria, VA 22313-1450

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 May 17, 2007  
\_\_\_\_\_  
Lynn Thompson                      Date

Pursuant to 37 C.F.R. § 41.41, Appellants hereby submit this Reply Brief in response to the Examiner's Answer mailed March 21, 2007.

In the Response to Argument section, on page 5, lines 1-5 the Examiner states:

Examiner agrees with the Merriam-Webster definition of "user-definable" meaning as "able to be defined" or "able to be specified to have a particular function or operation." However, it is maintained that "user-definable is indefinite language because it suggests that the data structure has the potential to be defined by the user instead of the more definitive language of being "user-defined."

Emphasis added. Appellants are unsure what the Examiner means in this paragraph. Appellants wish to point out that no indefiniteness rejection has been made regarding "user-definable", and this is the first instance that the Examiner has questioned the phrase. If this is a new ground of

rejection, Appellants submit that it has not been properly presented. MPEP 1207.03 I. set forth the requirements for a new ground of rejection:

Any new ground of rejection made by an examiner in an answer must be:

(A) approved by a Technology Center (TC) Director or designee; and

(B) prominently identified in the "Grounds of Rejection to be Reviewed on Appeal" section and the "Grounds of Rejection" section of the answer (see MPEP § 1207.02). The examiner may use form paragraph 12.154.04.

The Examiner's Answer does not appear to have been approved by a TC Director or designee and there is no rejection of claims based on asserted indefiniteness prominently identified in the section entitled "(9) Grounds of Rejection". The Examiner's comments regarding any asserted indefiniteness of the claim language thus appears to be improperly presented in the Examiner's Answer.

However, in the interest of providing a complete response, Appellants provide the following comments regarding the examiner's assertion of indefiniteness. Appellants submit that the phrase "user-definable" is definite and understood by one of ordinary skill in the art. In fact, the Examiner agrees with the Merriam-Webster definition of 'user-definable' meaning as 'able to be defined' or 'able to be specified to have a particular function or operation.'" See page 5, lines 1-2 of the Examiner's Answer. Appellants submit that based on the Examiner's own statement, the phrase "user-definable" is not indefinite and is easily understood by one of ordinary skill in the art.

Further, the Examiner's statement that "user-definable" "suggests that the data structure has the potential to be defined by the user instead of the more definitive language of being 'user-defined'" appears to indicate the Examiner understands the meaning of "user-definable" as it is used in the claims, but would merely prefer the phrase "user-defined". Appellants submit that this is not proper grounds for an indefiniteness rejection.

The Examiner also asserts, for the first time, that "the appellant's language of '*wherein* the first data structure, along with one or more associated link, are user definable; recites a '*wherein*' which clause that makes optional the limitation." See page 5, lines 6-8 of the

Examiner's Answer. Appellants respectfully disagree. Contrary to the Examiner's assertion, Appellants submit that the use of "wherein" indicates a further limitation or explanation of the element in the claim and not an optional element.

Regarding a user-definable data structure, the Examiner asserts that Kenna utilizes a combination comprising a subscriber account entry means for selectively receiving subscriber parameters and creating an associated account database entry where each MSA sub account in the database includes information regarding the subscriber. Appellants submit that a database containing information regarding a subscriber is not the same as a data structure and associated links are user definable, as is recited in claim 1. At best, Kenna appears to teach an account management system that allows subscribers to input their personal information and set up contributions and withdrawals. Kenna does not, however, teach or suggest a data structure in which the user may define the data structure and one or more associated links, as is recited in the claim. Merely adding personal and account information to a database would not be considered to make the database user definable. Further, nothing in Kenna teaches or suggests that the database has associated links or that those links are user definable, as is recited in claim 1. Appellants submit that Kenna's database containing subscriber information does not read on a data structure having two or more associated links where both the data structure and one or more of the associated links are user definable.

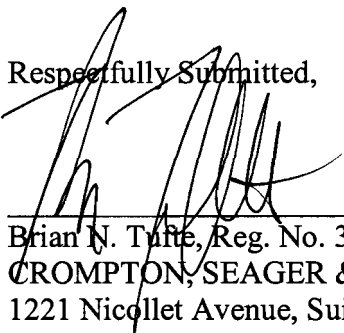
The links in the Kenna system appear to be provided to the user by the software program. It appears the software program of Kenna defines the association between the master account and subaccounts for a customer, and the customer's name, address and account information is merely part of the account information. Claim 1 recites a data structure and associated links are user definable. The Examiner's interpretation of this claim element as that the account links of Kenna are associated with a customer is contrary to the teachings of the instant specification. Rather than being user-definable, the account associations of Kenna appear to be set by the computer program itself, and are not definable by the user as claimed.

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It is noted that the Examiner has not specifically addressed Appellants' comments in sections *ii-xxiii*. For the reasons stated above, and for the reasons set forth in the Appeal Brief filed December 4, 2006, the rejection of claims 1-4 and 6-50 under 35 U.S.C. §103(a) should be reversed.

Respectfully Submitted,

Date: May 17, 2007



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